

**MEMORANDUM OF AGREEMENT  
AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION,  
THE VIRGINIA DEPARTMENT OF TRANSPORTATION,  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICER,  
AND THE CITY OF RICHMOND  
REGARDING THE  
SHOCKOE VALLEY STREETS IMPROVEMENT PROJECT,  
IN THE CITY OF RICHMOND, VIRGINIA**

**WHEREAS**, the City of Richmond (the City) proposes the Shockoe Valley Streets Improvement Project, a comprehensive set of improvements in Shockoe Valley to improve vehicle, bicycle, and pedestrian circulation and connectivity (Virginia Department of Transportation [VDOT] Project No. U000-127-972; UPC 109310; Virginia Department of Historic Resources [VDHR] File No. 2018-3607), hereinafter referred to as the Project; and

**WHEREAS**, the Project is in the City along 17th Street/Oliver Hill Way and 18th Street from East Grace Street to just north of Balding Street, along Venable Street from Oliver Hill Way to Mosby Street, and along Mosby Street from just south of Venable Street to just north of O Street (Attachment A); and

**WHEREAS**, the Project is also funded with a combination of federal, state, and local funds, including federal Surface Transportation Block Grant funding and SMART SCALE funding for the Project from VDOT and is being administered by the City under VDOT's Locally Administered Project (LAP) process; and

**WHEREAS**, FHWA has determined that the provision of financial assistance for the Project to the City through VDOT is an undertaking as defined in 36 CFR § 800.16(y); and

**WHEREAS**, pursuant to 36 CFR 800, the regulations implementing Section 106 of the National Historic Preservation Act of 1966 (NHPA), as amended, FHWA is required to take into account the effects of undertakings on properties listed in or eligible for listing in the National Register of Historic Places (NRHP) prior to issuance of funding for the undertaking and to consult with the VDHR, the Virginia State Historic Preservation Officer (SHPO); and

**WHEREAS**, FHWA, with assistance from the City and VDOT, has consulted with the SHPO pursuant to 36 CFR § 800, the regulations implementing Section 106 of the National Historic Preservation Act; and

**WHEREAS**, the City, in an Electronic Project Information Exchange (ePIX) application dated May 11, 2018, initiated consultation with the SHPO, pursuant to 36 CFR § 800.3(c), and has defined the Area of Potential Effects (APE) for the Project in accordance with 36 CFR § 800.4(a)(1) (Attachment B) with acceptance of the APE by FHWA; and

**WHEREAS**, pursuant to 36 CFR § 800.3(f)(2), in a letter dated October 24, 2018, FHWA invited the following federally recognized Indian tribes (hereinafter collectively referred to as “Tribes”) to participate in the Section 106 process as Consulting Parties: 1) Chickahominy Indian Tribe, 2) Chickahominy Indians Eastern Division, 3) Upper Mattaponi Indian Tribe, 4) Monacan Indian Nation, 5) Nansemond Indian Nation, 6) Pamunkey Tribe, 7) Rappahannock Tribe, and 8) Delaware Nation, and none of the Tribes accepted; and

**WHEREAS**, pursuant to 36 CFR § 800.3(f)(1), in letter(s) dated October 5 and October 29, 2018, the City invited 1) Cheroenhaka (Nottoway) Indian Tribe, 2) Mattaponi Tribe, 3) Nottoway Indian Tribe of Virginia, 4) Patowomeck Indian Tribe of Virginia, 5) Bike Walk RVA, 6) Church Hill Association of RVA, 7) East View Civic Association, 8) Historic Richmond, 9) Mosby Court Tenant Council, 10) New Visions Civic League of the East End, 11) Partnership for Smarter Growth, 12) Preservation Virginia, 13) Richmond City Council, 14) Richmond School Board, 15) Slave Trail Commission, 16) RVA Archaeology, 17) Sacred Ground Historical Reclamation Project, 18) Shockoe Alliance, 19) Shockoe Bottom Neighborhood Association, 20) Shockoe Business Association, 21) Shockoe Partnership, 22) Union Hill Civic Association, 23) VCU Health System, and 24) VCU Planning & Design to participate in in the Section 106 process as Consulting Parties; and

**WHEREAS**, the following parties accepted the invitation to be a Consulting Party: 1) Bike Walk RVA, 2) Church Hill Association of RVA, 3) Historic Richmond, 4) Partnership for Smarter Growth, 5) Preservation Virginia, 6) Slave Trail Commission, 7) RVA Archaeology, 8) Sacred Ground Historical Reclamation Project, 9) Shockoe Alliance, 10) Shockoe Bottom Neighborhood Association, 11) Shockoe Business Association, 12) Shockoe Partnership, and 13) Union Hill Civic Association; and

**WHEREAS**, the City with acceptance of the results by FHWA, pursuant to 36 CFR§ 800.4(b) completed four surveys and investigations to identify historic properties within the APE, documented in the following reports: *Phase I Cultural Resources Survey for the Shockoe Valley Streets Improvement Project*, *Historic Context and Archaeological Survey Recommendations for the Shockoe Valley Streets Improvement Project*, *Addendum: Phase I Archaeological Survey of Impervious Surface Area for the Shockoe Valley Streets Improvement Project*, and *Phase II Archaeological Investigations of the Shockoe Valley Streets Improvement Project*, prepared by RK&K and Dovetail Cultural Resources Group. The City submitted the reports to the SHPO and Consulting Parties on March 12, 2019, April 1, 2020, November 13, 2020, December 7, 2021, respectively, and the SHPO concurred with the report findings on April 12, 2019, April 28, 2020, December 11, 2020, and January 6, 2022, respectively; and

**WHEREAS**, FHWA, with assistance from the City and VDOT, and in consultation with the SHPO, has determined that thirteen (13) properties eligible for listing in the NRHP are within the APE (Attachments C and D): Main Street Station and Trainshed (127-0172); the Shockoe Valley & Tobacco Row Historic District (127-0344); Union Hill Historic District (127-0815); Winfree Cottage (127-6129); Seaboard Air Line Railroad Corridor (127-6271); Oliver Chilled Plow Works Branch House/Herod Seeds Inc. (127-6914); Mosby Court (127-7199); and archaeological sites 44HE1229, 44HE1230, 44HE1231, 44HE1232, 44HE1233, and 44HE1234; and

**WHEREAS**, FHWA, with assistance from the City and VDOT, and in consultation with the SHPO, has determined that the Project will have an adverse effect on the Shockoe Valley & Tobacco Row Historic District (127-0344); Union Hill Historic District (127-0815); and archaeological sites 44HE1229, 44HE1230, 44HE1231, 44HE1233, and 44HE1234; and

**WHEREAS**, FHWA, in cooperation with VDOT and the City, has consulted with the SHPO and Consulting Parties regarding the effects of the Project on historic properties; and

**WHEREAS**, VDOT, as administrator of the SMART SCALE funding, has participated in this consultation pursuant to 36 CFR 800.2(c)(4), and FHWA has invited VDOT to be a Signatory to this Memorandum of Agreement (MOA) pursuant to 36 CFR 800.6(c)(2)(iii); and

**WHEREAS**, the SHPO is a Signatory to this MOA in accordance with 36 CFR § 800.6(c)(1)(i); and

**WHEREAS**, FHWA has invited the City to participate in this MOA as an Invited Signatory due to its role administering the Project and because the City, participating in this consultation pursuant to 36 CFR 800.2(c)(4), has responsibilities for implementing stipulations under this MOA and the City has accepted; and

**WHEREAS**, the City held two Consulting Parties meetings on March 27, 2019 and November 16, 2023; and

**WHEREAS**, the City held three Steering Committee meetings on January 31 and March 27, 2018, and May 3, 2019; three meetings with the Shockoe Alliance on March 28, April 15, and July 17, 2019; a meeting with the Rose Fellowship Panel on February 8, 2018; and two public information workshops on May 1, 2018, and May 9, 2019.

**WHEREAS**, FHWA has invited all Consulting Parties to be Concurring Parties under this MOA, and these Consulting Parties may accept the invitation to become a Concurring Party by signing this MOA; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), FHWA notified the Advisory Council on Historic Preservation (ACHP) of its determination of adverse effect on February 21, 2025, and the ACHP, in a letter dated March 6, 2025, has not chosen to participate in consultation pursuant to 36 CFR § 800.6(a)(1)(iii);

**NOW, THEREFORE**, FHWA, VDOT, and the SHPO, as Signatories, and the City as an Invited Signatory (together the Signatories), agree that this undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

## **STIPULATIONS**

FHWA shall ensure that the following stipulations are implemented:

### **I. ROLES AND RESPONSIBILITIES**

#### **A. FHWA**

1. FHWA, as a Signatory and the lead federal agency for the Project in accordance with 36 CFR § 800.6(c)(1), has authority to execute, amend, and/or terminate this MOA in accordance with the procedures in Stipulations VII and VIII below.
2. FHWA has the primary responsibility to ensure the provisions of this MOA are carried out.
3. FHWA is responsible for all government-to-government consultation with the Tribes in accordance with 36 CFR § 800.2(c)(2)(ii).

#### **B. SHPO**

1. SHPO, as a Signatory in accordance with 36 CFR § 800.6(c)(1), has authority to execute, amend, and/or terminate this MOA in accordance with the procedures in Stipulations VII and VIII below.
2. SHPO will review, provide comment, and approve submittals, as specified in this MOA.

#### **C. VDOT**

1. VDOT, as an Invited Signatory, in accordance with 36 CFR § 800.6(c)(2)(i) has the same rights with regard to seeking amendment and/or termination of this MOA as other Signatories and will ensure that specified stipulations and procedures, for which it has assumed responsibility, are carried out in accordance with the terms stipulated in this MOA.

#### **D. The City**

1. The City, as an Invited Signatory, has the same rights with regard to seeking amendment and/or termination of this MOA as other Signatories and will ensure that specified stipulations and procedures, for which it has assumed responsibility, are carried out in accordance with the terms stipulated in this MOA.
2. The City, as the Project Sponsor, is responsible for implementation and funding of the stipulations of this MOA.

3. As authorized by FHWA, the City will continue to coordinate and prepare any necessary analyses, documentation, and recommendations on its behalf, but FHWA remains legally responsible for all findings and determinations, including determinations of eligibility and effects of the Project, as well as resolution of objections or dispute resolution.

E. Consulting Parties

1. Consulting Parties include Tribes, local governments and/or organizations with a demonstrated interest in the Project who have participated in the development of this MOA, or who may later join in as Consulting Parties in the Section 106 process due to the nature of their legal or economic relationship to the Project or affected properties, or their interest in the Project's effects on historic properties.
2. Consulting Parties may participate in ongoing consultation, as stipulated by this MOA.

F. Concurring Parties

1. Concurring Parties may participate in ongoing consultation, as stipulated by this MOA, and in review of the mitigation products specified in Section III of this MOA.

**II. TIMEFRAMES, COMMUNICATIONS, AND PRODUCT REVIEWS**

- A. The timeframes and communication protocols described in this Stipulation apply to all Stipulations in this MOA unless otherwise specified in this MOA.
- B. The City will provide all documentation prepared pursuant to this MOA for review and concurrence to the Signatories and Invited Signatories and for review and comment to the Consulting Parties.
- C. All review periods are 30 calendar days, unless otherwise noted, starting on the day the documents are provided.
- D. All time designations are in calendar days unless otherwise stipulated. If a review period ends on a Saturday, Sunday, or federal holiday, the review period will be extended until the next business day.
- E. The City will ensure that all comments received within each 30-day review period are considered, and will coordinate with responding parties as appropriate. If the City does not receive comments within the 30-day review period, it is understood that the non-responding parties have no comments on the submittal, and the City may proceed to the next step of the process.

- F. In exigent circumstances (e.g., in post-review discovery situations, or concerns over construction suspensions or delays), all parties agree to expedite their respective document review within seven days.
- G. All official notices, comments, requests for further information, documentation, and other communications will be sent in writing by e-mail or other electronic means, unless hard copies are requested.
- H. FHWA is responsible for all government-to-government consultation with the Tribes.

### **III. TREATMENT MEASURES FOR HISTORIC PROPERTIES**

#### **A. Archaeological Site 44HE1231**

1. Within six (6) months of the execution of this MOA, The City, in conjunction with VDOT and FHWA, and in consultation with the SHPO, will develop a treatment plan for site 44HE1231. The treatment plan shall include a data recovery plan for only the portion of Site 44HE1231 within the limits of disturbance due to construction of the Project. Site 44HE1231, a mid-nineteenth through mid-twentieth century historic block, extends along Oliver Hill Way between East Broad Street and East Grace Street, including historic lots along the road frontages of 17th Street and East Broad Street. The earliest occupation of the block was associated with the Betts & Edmondson's [slave] jail. Site 44HE1231 has been selected for data recovery because of its association with Shockoe Valley's slavery-related history. Although other archaeological sites are adversely affected by the Project, data recovery of Site 44HE1231 has the potential to provide data to aid in the interpretation of slavery and the slave trade in the Shockoe Valley and support the goals and priority projects of the Shockoe Small Area Plan. One of the priority projects is the creation of a Heritage Campus Interpretive Center on the first floor of the Main Street Station train shed that will be dedicated to telling the story of the domestic trade in Africans in Shockoe Valley.<sup>1</sup>
2. The data recovery plan shall specify, at minimum:
  - a) The portions of the property where data recovery will be carried out;
  - b) The results of previous research relevant to the project;
  - c) Research problems or questions to be addressed with an explanation of their relevance and importance;

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<sup>1</sup> *Shockoe Small Area Plan*, City of Richmond, Department of Planning and Development Review, Approved by City Council, February 2024. Website, <https://www.rva.gov/planning-development-review/shockoe-small-area-plan>, accessed November 18, 2024.

- d) The field and laboratory analysis methods to be used with a justification of their cost-effectiveness and how they apply to this particular property and these research needs;
  - e) The methods to be used in artifact, data, and other records management;
  - f) Explicit provisions for disseminating the research findings to professional peers and Concurring Parties to this MOA in a timely manner;
  - g) The curation of recovered materials and records resulting from the data recovery in accordance with 36 CFR Part 79; and
  - h) Procedures for evaluating and treating discoveries of unexpected remains or newly identified historic properties during the course of the project, including necessary consultation with other parties; and
  - i) Timeline for the submission of the draft and final technical report documenting the results of the data recovery.
3. The City shall submit the data recovery plan to SHPO and the other Signatories for review and concurrence and to other Consulting Parties in accordance with Stipulation II.
  4. The City shall ensure that the data recovery plan is implemented before ground-disturbing activities associated with the undertaking are initiated at the site.
  5. The City shall prepare a technical report on the results of the data recovery investigations in accordance with a schedule established in the data recovery plan. The technical report will also synthesize the results of previous investigations into sites 44HE1229, 44HE1230, 44HE1231, 44HE1233, and 44HE1234.
  6. The City shall provide a draft copy of this technical report to the SHPO, the other Signatories, and other Concurring Parties for review and comment in accordance with the schedule established in Stipulation II. The City shall provide one (1) bound copy of the final technical report and one (1) electronic copy to the SHPO; and shall provide one (1) electronic copy to each of the other Signatories and the other Concurring Parties.
  7. The City shall ensure the data recovery is conducted and reported on in a manner consistent with the Secretary of the Interior's *Standards for Archaeological Documentation* (48FR4473) and *Guidelines for Archaeological Documentation* (48FR44734-44737); the VDHR *Guidelines for Conducting Historic Resources Survey in Virginia* (2017), or subsequent revisions or replacements to these documents; and VDOT Environmental Division's *Expectations and Standard Products for Cultural Resource Surveys Environmental Memorandum* (2020).

8. All archaeological treatment actions carried out pursuant to this MOA shall be conducted by or under the direct supervision of an individual or individuals who meet, at a minimum, the Secretary of the Interior's *Professional Qualifications Standards* (48 FR 44738-9, September 29, 1983) relative to the appropriate discipline in history, architectural history, or archaeology.
- B. The Shockoe Valley & Tobacco Row Historic District (127-0344) and Archaeological sites 44HE1229, 44HE1230, 44HE1231, 44HE1233, and 44HE1234
1. Web-based Interpretative Content
    - a) The City will develop web-based content related to the history of Shockoe Valley & Tobacco Row Historic District (127-0344) and archaeological sites 44HE1229, 44HE1230, 44HE1231, 44HE1233, and 44HE1234. Interpretive themes for the content will focus on the general history of the district and archaeological sites, and specifically address themes related to industry and commerce, immigrant and minority communities, and slavery. Content will draw on the detailed demographic and property research presented in *Phase II Archaeological Investigations of the Shockoe Valley Streets Improvement Project, Richmond, Virginia* (McCloskey et al. 2021) and the results of the data recovery as described in Stipulation III.A. Content will include narrative text, photographs, interactive mapping, and other graphics, and be appropriate for a general audience.
    - b) The City will coordinate with the Signatories and other Concurring Parties on the final scope and format of the web-based content, and will submit draft text copy, and/or design documents to the Signatories and other Concurring Parties for review and comment, following the steps described in Stipulation II, within one (1) year of the completion of the data recovery, as described in Stipulation III.A.
    - c) The web-based content will be hosted on a webpage hosted by the City.
    - d) The City is responsible for coordination with the developer of the web content to ensure the successful integration of the content with its existing website. The City will host and maintain the content on the City website for the duration of the agreement as described in Stipulation IX. The City may update the web page at its discretion without changing the agreed-upon historical content within that period.
    - e) The City will notify the SHPO and other Concurring Parties when the web content is complete and publicly accessible.
  2. Interpretative Panels

- a) The City will develop up to two (2) interpretative panels/signs with content that integrates the history of Shockoe Valley & Tobacco Row Historic District (127-0344) and archaeological sites 44HE1229, 44HE1230, 44HE1231, 44HE1233, and 44HE1234, with the larger historical context of the domestic trade of enslaved Africans once centered in Shockoe. Content will draw on the results of the archaeological data recovery described in Stipulation III.A in addition to the wider body of literature of slavery and the trade in enslaved Africans in Richmond. Content will include narrative text, photographs, mapping, and other graphics, and be appropriate for a general audience. Content will also reference the web-based content as described in Stipulation III.B.1, which the public will access through a QR code and website address. The development of these interpretative panels/signs is consistent with recommendations in Chapter 4 of the 2024 draft *City of Richmond Cultural Heritage Stewardship Plan* (4.2—Objective 3: “Develop and install interpretive signage for lost resources in the city.”). In particular, stakeholder engagement during the development of the plan noted interpretation of Shockoe Bottom as an opportunity to tell a complete story of slavery in Richmond.
- b) The City will coordinate with the Signatories and other Concurring Parties on the final scope and format of the interpretative panel/sign content, and will submit draft text copy, and/or design documents to the Signatories and other Concurring Parties for review and comment, following the steps described in Stipulation II, within one (1) year of the completion of the data recovery, as described in Stipulation III.A.
- c) The City will coordinate the final location of the interpretative panels/signs with the Signatories and other Concurring Parties, but one recommended location is the Main Street Station train shed, which is also the proposed location of the Heritage Campus Interpretive Center proposed by the Shockoe Small Area Plan.
- d) The City will maintain ownership and responsibility for ongoing maintenance of the interpretive panels/signs for the duration of the agreement, as described in Stipulation IX.
- e) The City will notify the SHPO and other Concurring Parties when the interpretative panels/signs have been installed.

C. Union Hill Historic District (127-0815)

1. The City will include in the Project design of the Venable and Mosby roundabout, a visual design element that reflects the location, alignment, and/or materials of the historic street grid and/or sidewalks, to be located within the Union Hill Historic

District on City-owned property or right-of-way. The specific design element will be incorporated into the Project plans.

2. The City will provide copies of the preliminary plans depicting the historic street grid design element to the Signatories for review and approval and Concurring Parties for review and comment, following the steps described in Stipulation II before any construction begins at that Project location.
3. The City will be responsible for all maintenance of the design element, since it will be within City-owned right-of-way.

#### **IV. POST-REVIEW DISCOVERIES**

- A. If a previously unidentified potential historic properties resource is discovered within the APE during Project construction or if unanticipated effects on historic properties occur during construction activities, the City shall require the construction contractor to immediately halt all construction work in the area of the resources, and for any discovered archaeological resources, in surrounding areas where additional subsurface remains can reasonably be expected to occur and be disturbed by Project construction. Work in all other areas of the Project may continue.
- B. The City shall ensure that the following provision is included in all construction contracts associated with the Project: “If previously unidentified archaeological resources are discovered during construction, the construction contractor shall immediately halt all activity within a one hundred-foot (100-foot) radius of the discovery, notify the Director of Public Works/City Engineer of the discovery, and implement interim measures to protect the discovery from looting and vandalism.”
- C. The City shall notify Signatories of the archaeological discovery within one (1) business day of its discovery, and shall notify other consulting parties within two (2) business days of the discovery. In the case of prehistoric or historic Native American sites, FHWA with assistance from the City and VDOT, shall also notify appropriate federal Tribes and appropriate Indian tribes recognized by the Commonwealth of Virginia within two (2) business days of the discovery.
- D. The City shall ensure that an archaeologist meeting the Secretary of the Interior’s *Professional Qualification Standards* (48 FR 44739) investigates the work site and the resource, and the City shall then forward to FHWA, VDOT, the SHPO, and other consulting parties, and assist FHWA in providing to appropriate Indian tribes, an assessment of the eligibility of the resource for listing on NRHP according to 36 CFR 60.4, and proposed treatment actions to resolve any adverse effects on the resource. The FHWA, VDOT, SHPO, other consulting parties and appropriate Indian tribes shall respond within five (5) business days of receipt of the City’s assessment of NRHP eligibility of the resource and proposed action plan. If no objections are made within five (5) business days, FHWA may authorize the process to resume. The City, in

consultation with FHWA and VDOT, shall take into account the recommendations of the SHPO, other consulting parties, and appropriate Indian tribes regarding NRHP eligibility of the resource and proposed action plan, and then the City shall carry out the appropriate actions.

- E. The City shall ensure that construction work within the affected area does not proceed until the appropriate treatment measures are developed and implemented or the determination is made that the located resource is not eligible for inclusion on the NRHP. Prior to authorizing construction work to proceed in the affected area, the City shall provide written documentation to the SHPO, FHWA, and VDOT that one or the other of these requirements has been met.

## **V. TREATMENT OF HUMAN REMAINS**

- A. The City shall make all reasonable efforts to avoid disturbing gravesites, including those containing Native American human remains and associated funerary artifacts. The City shall treat human remains in a manner consistent with the ACHP “Policy Statement on Burial Sites, Human Remains and Funerary Objects” (March 1, 2023).
- B. Human remains and associated funerary objects encountered during the course of actions taken as a result of this MOA shall be treated in a manner consistent with the provisions of the Virginia Antiquities Act, Section 10.1-2305 of the Code of Virginia and its implementing regulations at 17 VAC5-20, adopted by the Virginia Board of Historic Resources and published in the Virginia Register on July 15, 1991, and the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001) and its implementing regulations at 36 CFR Part 10. In accordance with the regulations stated above, the City may obtain a permit from the SHPO for the archaeological removal of human remains should removal be necessary.
- C. In the event that the human remains encountered are likely to be of Native American origin, whether prehistoric or historic, all work on the site will cease immediately and the site will be secured. The City will notify VDOT and FHWA, and FHWA shall immediately notify the appropriate Tribes.
- D. The City shall make all reasonable efforts to ensure that the general public is excluded from viewing or photographing any Native American gravesites and associated funerary objects. Under no circumstances shall the signatories and the concurring parties to this MOA release any photographs of any Native American gravesites or associated funerary objects to the press or to the general public.

## **VI. CURATION**

- A. The City shall ensure that all original archaeological records (research notes, field records, maps, drawings, and photographic images) produced as a result of implementing the Stipulations in this MOA and all archaeological collections

- recovered from VDOT- or City-owned property are provided to the SHPO for permanent curation. In exchange for its standard collections management fee as published in the *Virginia Department of Historic Resources State Collections Management Standards* (2011), or subsequent revisions or replacements to that document, the SHPO agrees to maintain such records and collections in accordance with 36 CFR Part 79, Curation of Federally Owned and Administered Archaeological Collections.
- B. The City shall return to individual property owners any archaeological artifact collections recovered from their property as a result of implementing the Stipulations in this MOA, unless the City and the private property owner(s) have reached agreement on an alternative arrangement. If the private property owner(s) donates the artifact collections to the VDHR by executing a donation agreement for the collection with the VDHR within ninety (90) calendar days of receipt of written notification from the City of their intent to return the collections to the private property owners, the City shall assume responsibility for payment of DHR's standard collections curation fee for the donated artifact collection.
- C. The disposition of any human skeletal remains and associated funerary artifacts recovered as a result of implementing the Stipulations in this MOA shall be governed as specified in any permit issued by the SHPO or any court order authorizing their removal.

## **VII. DISPUTE RESOLUTION**

Should any Signatory (FHWA, SHPO, VDOT, the City) or Concurring Party to this MOA object in writing to FHWA regarding any document provided for review pursuant to this MOA, or should any Signatory to this MOA object in writing to FHWA regarding the manner in which measures stipulated in this MOA are being implemented, FHWA shall first consult with the objecting Signatory to resolve the objection. If FHWA determines that the objection cannot be resolved through such consultation, FHWA shall then consult with all of the Signatories to this MOA to resolve the objection. If FHWA then determines that the objection cannot be resolved through consultation, FHWA shall forward all documentation relevant to the objection to the ACHP, including FHWA's proposed response to the objection. Within thirty (30) calendar days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

1. Advise FHWA that the ACHP concurs with FHWA's proposed response to the objection, whereupon FHWA will respond to the objection accordingly; or
2. Provide FHWA with recommendations, which FHWA shall take into account in reaching a final decision regarding its response to the objection; or

3. Notify FHWA that the objection will be referred for comment pursuant to 36 CFR § 800.7(a)(4), and proceed to refer the objection and comment. The FHWA shall take the resulting comment into account in accordance with 36 CFR § 800.7(c)(4).

Should the ACHP not exercise one of the above options within thirty (30) calendar days after receipt of all pertinent documentation, FHWA may assume the ACHP's concurrence with FHWA's proposed response to the objection.

The FHWA shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection. The FHWA's responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.

## **VIII. AMENDMENTS AND TERMINATION**

- A. Any Signatory to this MOA may propose to FHWA that the MOA be amended, whereupon FHWA shall consult with the other Signatories to consider such an amendment. The regulations at 36 CFR § 800.6(c)(7) shall govern the execution of any such amendment. Any Signatory to this MOA may terminate it in accordance with the provisions of 36 CFR § 800.6(c)(8).
- B. If FHWA, VDOT, and the City decide that they will not proceed with the Project, they may so notify the SHPO and other Invited Signatories and then this MOA shall become null and void.
- C. In the event this MOA is terminated or rendered null and void, the City shall submit to the SHPO and VDOT a technical report on the results of any archaeological investigations conducted prior to and including the date of termination, and shall ensure that any associated collections and records recovered are curated in accordance with 36 CFR Part 79 unless an alternate arrangement is made.
- D. In the event of termination, FHWA shall either execute an MOA with Signatories under 36 CFR § 800.6(c)(1) or request the comments of the ACHP under 36 CFR § 800.7(a).

## **IX. DURATION AND EXECUTION**

- A. This MOA shall continue in full force and effect for ten (10) years after the date of FHWA signature. At any time in the six (6)-month period prior to the expiration date of the MOA, the FHWA, VDOT, or the City may request that the Signatories consider an extension of this MOA. No extension or modification shall be effective unless all Signatories to the MOA have agreed to it in writing.
- B. Execution of this MOA by FHWA, VDOT, the SHPO, and the City, and its submission to the ACHP in accordance with 36 CFR § 800.6(b)(1)(iv), shall, pursuant to 36 CFR § 800.6(c), be considered to be an MOA with the ACHP for the purposes of Section 110(1) of the NHPA. Execution and submission of this MOA, and implementation of

its terms, evidence that FHWA has afforded the ACHP an opportunity to comment on the proposed undertaking and its effect on historic properties, and that FHWA has taken into account the effects of the undertaking on historic properties.

**SIGNATORY**

**FEDERAL HIGHWAY ADMINISTRATION**

By: DANIEL OMAR SUAREZ Digitally signed by DANIEL OMAR SUAREZ  
Date: 2025.07.09 14:02:21 -04'00' Date: \_\_\_\_\_

Daniel Suarez, PE, Deputy Division Administrator

**SIGNATORY**

**VIRGINIA DEPARTMENT OF TRANSPORTATION**

By:  Date: 07/09/2025

Chris Swanson, Environmental Division Director

**SIGNATORY**

**VIRGINIA STATE HISTORIC PRESERVATION OFFICER**

By:  \_\_\_\_\_ Date: 8/8/2025 \_\_\_\_\_

Julie V. Langan, Director

Virginia Department of Historic Resources

**INVITED SIGNATORY**

**CITY OF RICHMOND**

By:  \_\_\_\_\_ Date: 08/21/2025

Odie Donald II, Chief Administrative Officer

Approved As to Form



\_\_\_\_\_  
Danielle F. Smith  
Assistant City Attorney

MEMORANDUM OF AGREEMENT  
Shockoe Streets Improvement Project (U000-127-972/UPC109310)  
City of Richmond, Virginia  
Final July 2025

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**CONCURRING PARTY**

**SPORTS BACKERS, PARENT COMPANY OF BIKE WALK RVA**

By:  Date: 7/23/25

Brantley Lyndall, Director

**CONCURRING PARTY**

**CHURCH HILL ASSOCIATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Vernon Plack, President

**CONCURRING PARTY**

**HISTORIC RICHMOND**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Cyane Crump, Executive Director

**CONCURRING PARTY**

**PARTNERSHIP FOR SMARTER GROWTH**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Stewart Schwartz, Founder

**CONCURRING PARTY**

**PRESERVATION VIRGINIA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Will Glasco, Chief Executive Officer

**CONCURRING PARTY**

**RVA ARCHAEOLOGY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Ellen Chapman, Steering Committee

**CONCURRING PARTY**

**SACRED GROUND HISTORICAL RECLAMATION PROJECT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Ana Edwards, Chair

**CONCURRING PARTY**

**SHOCKOE ALLIANCE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Hon. Delores McQuinn, Chair

**CONCURRING PARTY**

**SHOCKOE BOTTOM NEIGHBORHOOD ASSOCIATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_

David Napier, President

**CONCURRING PARTY**

**SHOCKOE BUSINESS ASSOCIATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Brian White

**CONCURRING PARTY**

**SHOCKOE PARTNERSHIP**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Brian Jackson

**CONCURRING PARTY**

**SLAVE TRAIL COMMISSION**

By: \_\_\_\_\_ Date: \_\_\_\_\_

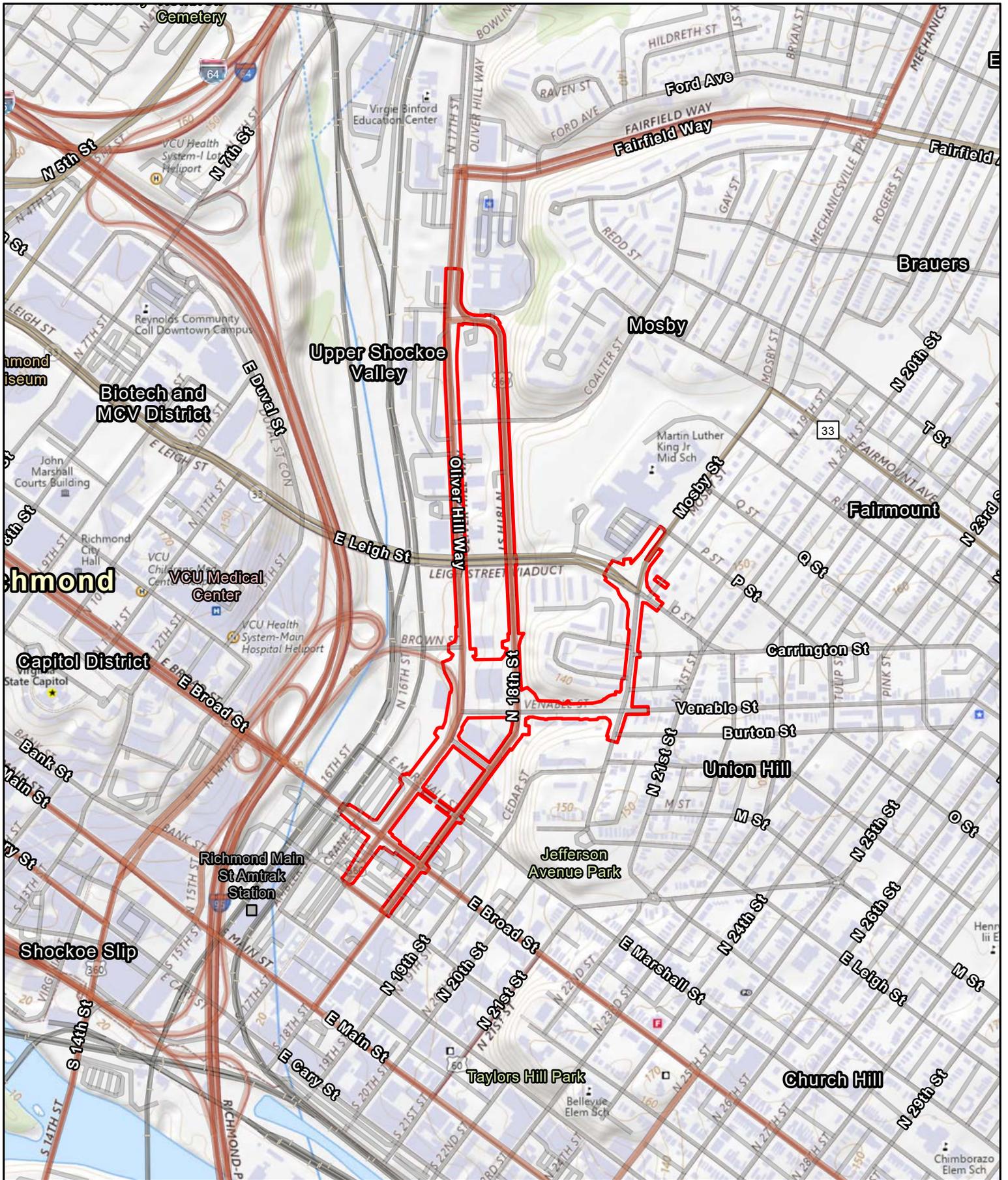
Hon. Delores McQuinn, Chair

**CONCURRING PARTY**

**UNION HILL CIVIC ASSOCIATION**

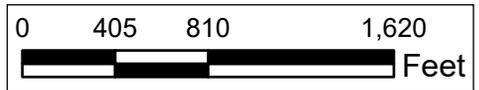
By: \_\_\_\_\_ Date: \_\_\_\_\_

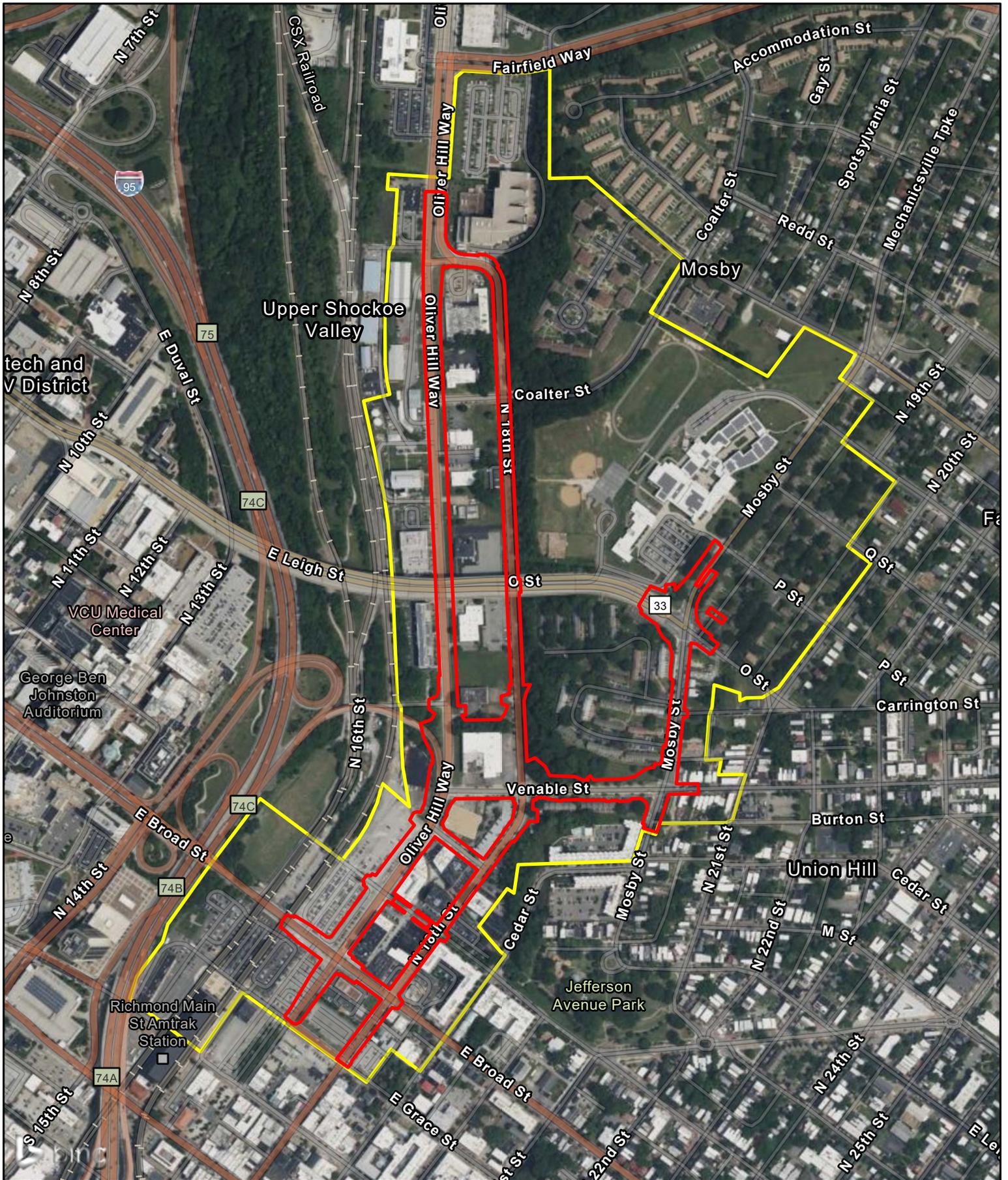
Rachel Pater, President



— Project Limits

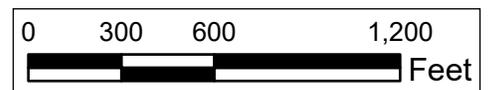
### Attachment A

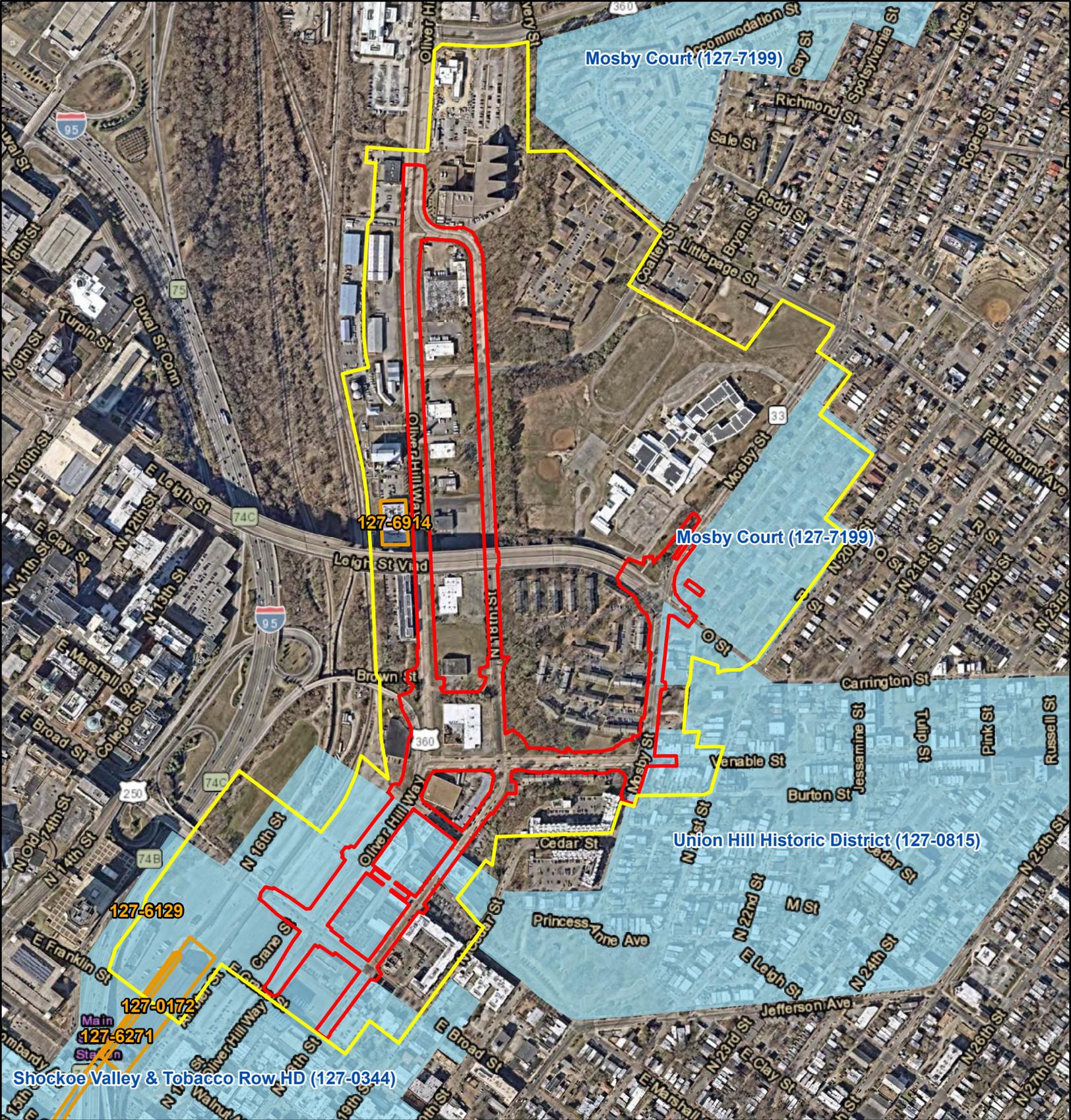




- Architecture APE
- Archaeology APE

### Attachment B

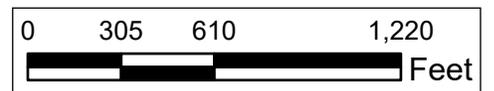


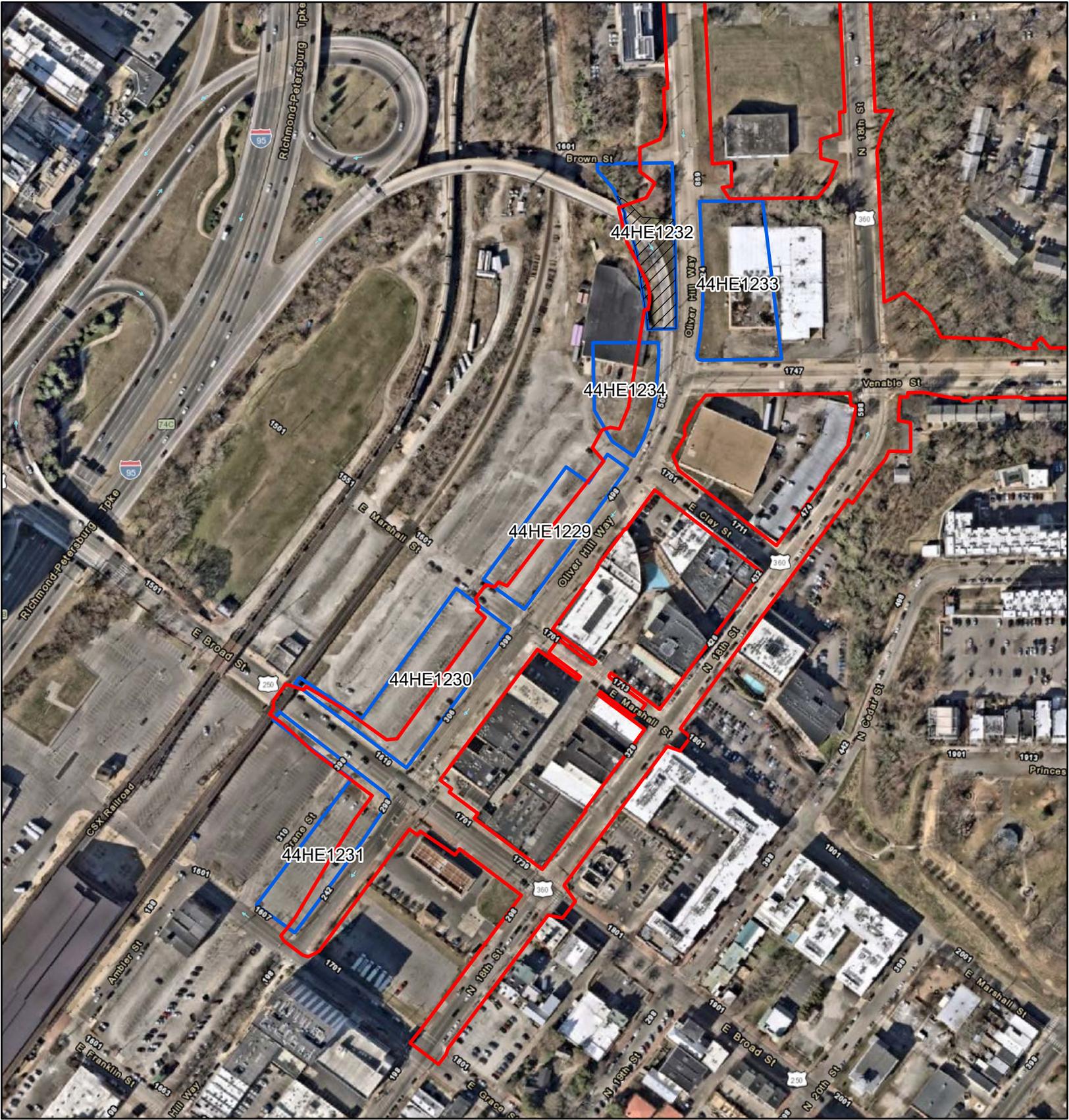


### Legend

- Architecture APE
- LOD/Archaeological APE
- Individual Historic Properties
- District Historic Properties

### Attachment C





**Legend**

- Archaeological APE
- NRHP Eligible Archaeological Sites
- Noncontributing portion of Eligible Archaeological Site

**Attachment D**

